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*Attorneys for Defendants China Singfun Electric Group Co., Ltd. and  
Kenworld International Co. Ltd.*

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

KENWOOD APPLIANCES LUXEMBOURG,  
S.A. and DE'LONGHI AMERICA, INC.,

Plaintiff,

vs.

HOME DEPOT U.S.A., INC., CHINA  
SINGFUN ELECTRIC GROUP CO., LTD.  
KENWORLD INTERNATIONAL CO. LTD.,

Defendants.

Civil Action No.: 10-cv-06356 (SRC)(MAS)

Hon. Dennis Stanley R. Chesler  
Hon. Michael A. Shipp, U.S.M.J.

**ANSWER OF DEFENDANTS CHINA  
SINGFUN ELECTRIC GROUP CO.  
LTD. AND KENWORLD  
INTERNATIONAL CO. LTD. TO  
PLAINTIFFS' AMENDED  
COMPLAINT**

Defendants, China Singfun Electric Group Co., Ltd. ("China Singfun") and Kenworld International Co., Ltd. ("Kenworld International") (collectively, "Defendants"), through their undersigned counsel, as and for their Answer to the First Amended Complaint ("Amended Complaint") of plaintiffs Kenwood Appliances Luxembourg, S.A. ("Kenwood") and De'Longhi American, Inc. ("De'Longhi") (collectively, "Plaintiffs"), hereby respond as follows:

**THE PARTIES**

1. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Amended Complaint.
2. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Amended Complaint.

3. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Amended Complaint.

4. Defendants admit the allegations contained in paragraph 4 of the Amended Complaint.

5. Defendants admit the allegations contained in paragraph 5 of the Amended Complaint.

### **JURISDICTION AND VENUE**

6. Defendants respectfully decline to respond to the allegations contained in paragraph 6 of the Amended Complaint as they assert legal conclusions.

7. Defendants respectfully decline to respond to the allegations contained in paragraph 7 of the Amended Complaint as they assert legal conclusions.

8. Defendants respectfully decline to respond to the allegations contained in paragraph 8 of the Amended Complaint as they assert legal conclusions.

9. Defendants respectfully decline to respond to the allegations contained in paragraph 9 of the Amended Complaint as they assert legal conclusions.

10. Defendants respectfully decline to respond to the allegations contained in paragraph 10 of the Amended Complaint as they assert legal conclusions.

### **FACTS COMMON TO ALL COUNTS**

11. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Amended Complaint, and refer to the alleged registration referred to therein for its contents.

12. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Amended Complaint.

13. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Amended Complaint, and refer to the alleged registrations referred to therein for their contents.

14. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Amended Complaint.

15. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Amended Complaint.

16. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Amended Complaint.

17. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Amended Complaint.

18. Defendants deny the allegations contained in paragraph 18 of the Amended Complaint, except to admit that China Singfun manufactured portable space heaters for Plaintiffs in or about early 2003.

19. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Amended Complaint.

20. Defendants are without knowledge or information sufficient to form a belief as to the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendants admit the allegations contained in paragraph 21 of the Amended Complaint.

22. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Amended Complaint, except to admit

that Kenworld heaters were sold in Home Depot stores and that such heaters were available for purchase on Home Depot's website.

23. Defendants admit the allegations contained in paragraph 23 of the Amended Complaint.

24. Defendants deny the allegations contained in paragraph 24 of the Amended Complaint, except to admit that Plaintiff transmitted a letter to Defendants in which certain demands were made on Kenworld International and China Singfun, and refer to that letter for its complete contents.

### **PLAINTIFF'S FIRST CLAIM**

25. Defendants repeat and reassert each and every response to paragraphs 1 through 24 of the Amended Complaint as if fully set forth at length herein.

26. Defendants deny the allegations contained in paragraph 26 of the Amended Complaint.

27. Defendants deny the allegations contained in paragraph 27 of the Amended Complaint.

28. Defendants deny the allegations contained in paragraph 28 of the Amended Complaint.

29. Defendants deny the allegations contained in paragraph 29 of the Amended Complaint.

30. Defendants deny the allegations contained in paragraph 30 of the Amended Complaint.

31. Defendants deny the allegations contained in paragraph 31 of the Amended Complaint, except to admit that China Singfun had previously manufactured heaters for Plaintiffs.

32. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Amended Complaint, except to admit that Kenworld space heaters were sold by Home Depot, and deny that Kenworld space heaters infringe upon Plaintiff's trademark.

33. Defendants deny the allegations contained in paragraph 33 of the Amended Complaint.

34. Defendants deny the allegations contained in paragraph 34 of the Amended Complaint.

35. Defendants deny the allegations contained in paragraph 35 of the Amended Complaint.

36. Defendants deny the allegations contained in paragraph 36 of the Amended Complaint.

**WHEREFORE**, defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. demand judgment in their favor dismissing the Amended Complaint of plaintiffs Kenwood Appliances Luxembourg, S.A. and De'Longhi America, Inc. with prejudice, and awarding costs, fees, and such other relief as the Court deems just and proper.

#### **PLAINTIFF'S SECOND CLAIM**

37. Defendants repeat and reassert each and every response to paragraphs 1 through 36 of the Amended Complaint as if fully set forth at length herein.

38. Defendants deny the allegations contained in paragraph 38 of the Amended Complaint.

39. Defendants deny the allegations contained in paragraph 39 of the Amended Complaint.

40. Defendants deny the allegations contained in paragraph 40 of the Amended Complaint.

41. Defendants deny the allegations contained in paragraph 41 of the Amended Complaint.

**WHEREFORE**, defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. demand judgment in their favor dismissing the Amended Complaint of plaintiffs Kenwood Appliances Luxembourg, S.A. and De'Longhi America, Inc. with prejudice, and awarding costs, fees, and such other relief as the Court deems just and proper.

**PLAINTIFF'S THIRD CLAIM**

42. Defendants repeat and reassert each and every response to paragraphs 1 through 41 of the Amended Complaint as if fully set forth at length herein.

43. Defendants respectfully decline to respond to the allegations contained in paragraph 43 of the Amended Complaint as they assert legal conclusions.

44. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Amended Complaint.

45. Defendants deny the allegations contained in paragraph 45 of the Amended Complaint.

46. Defendants deny the allegations contained in paragraph 46 of the Amended Complaint.

**WHEREFORE**, defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. demand judgment in their favor dismissing the Amended Complaint of plaintiffs Kenwood Appliances Luxembourg, S.A. and De'Longhi America, Inc. with prejudice, and awarding costs, fees, and such other relief as the Court deems just and proper.

**PLAINTIFF'S FOURTH CLAIM**

47. Defendants repeat and reassert each and every response to paragraphs 1 through 46 of the Amended Complaint as if fully set forth at length herein.

48. Defendants respectfully decline to respond to the allegations contained in paragraph 48 of the Amended Complaint as they assert legal conclusions.

49. Defendants deny the allegations contained in paragraph 49 of the Amended Complaint.

50. Defendants deny the allegations contained in paragraph 50 of the Amended Complaint.

51. Defendants deny the allegations contained in paragraph 51 of the Amended Complaint.

**WHEREFORE**, defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. demand judgment in their favor dismissing the Amended Complaint of plaintiffs Kenwood Appliances Luxembourg, S.A. and De'Longhi America, Inc. with prejudice, and awarding costs, fees, and such other relief as the Court deems just and proper.

**AFFIRMATIVE DEFENSES**

**First Affirmative Defense**

Plaintiffs' Amended Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

**Second Affirmative Defense**

Plaintiffs' claims are barred by the doctrines of waiver, estoppel and/or laches.

**Third Affirmative Defense**

Plaintiffs' claims are barred by their failure to mitigate its damages if any.

**Fourth Affirmative Defense**

Plaintiffs' mark is not registered with respect to the product(s) at issue in this litigation.

**Fifth Affirmative Defense**

Plaintiffs' mark is not famous within the meaning of 11 U.S.C. § 1125(c).

**Sixth Affirmative Defense**

To the extent that Plaintiffs allegedly sustained any damages, such damages were caused by Plaintiffs and/or third parties over whom China Singfun and Kenworld International exercised no direction or control.

**Seventh Affirmative Defense**

Plaintiffs' Amended Complaint is barred by the doctrine of unclean hands.

**Eighth Affirmative Defense**

Plaintiffs' damages, if any, were caused by Plaintiffs' own actions.

**Ninth Affirmative Defense**

Consumers associate the "Kenwood" mark with companies not affiliated with Plaintiffs.

**Tenth Affirmative Defense**

Plaintiffs have not suffered any cognizable damages.

**Eleventh Affirmative Defense**

China Singfun and Kenworld International adopt and incorporate by reference any and all other defenses asserted or to be asserted by an other defendant to the extent that China Singfun and Kenworld may share in or be entitled to assert such defenses.

**Twelfth Affirmative Defense**

China Singfun and Kenworld International expressly and specifically reserve their right to amend their Answer, to add, delete, and/or modify defenses based on legal theories, facts and circumstances that may or will be divulged through discovery and/or further legal analysis of this litigation.

**WHEREFORE**, defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. demand judgment in their favor dismissing the Amended Complaint of plaintiffs Kenwood Appliances Luxembourg, S.A. and De'Longhi America, Inc. with prejudice, and awarding costs, fees, and such other relief as the Court deems just and proper.

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By:                     /s/                      
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*Attorneys for Defendants China Singfun  
Electric Group Co., Ltd. and Kenworld  
International Co., Ltd.*

Dated: July 8, 2011

**CERTIFICATION OF SERVICE**

I hereby certify that on July 8, 2011, I caused to be served the Answer of Defendants China Singfun Electric Group Co., Ltd. and Kenworld International Co., Ltd. to Plaintiffs' Amended Complaint by electronic filing on all counsel of record.

/s/  
Daniel Lebersfeld

Dated: July 8, 2011